not be enforced, but only an action for damages lies; in this action the costs allowed may not always equal the expenses of litigation, nor is interest always full recompense for delayed payment, nor is an execution always equivalent to money in hand. Therefore, since the reason for the old rule has ceased to exist, the rule itself, it is intimated, should no longer be given effect. This decision is far in advance of the majority of cases. Perhaps only one other court has gone to a similar extreme. *Clayton* v. *Clark,* 74 Miss. 499, 21 So. 565, 22 So. 189, 37 L. R. A. 771, 60 Am. St. Rep. 521. But a written receipt, if not a parol release, has been held sufficient to bind the creditor. *Dreyfus* v. *Roberts,* 75 Ark. 354, 87 S. W. 641, 69 L. R. A. 823, 112 Am. St. Rep. 67. However, it can only be conjectured how much weight was given in the principal case to the fact that it was fairly inferable that the debtor was insolvent. For further authority see the opinion in the principal case, which reviews decisions from *Pinnel's Case,* 5 Co. 117, 1 E. R. C. 368 (1602), to the present time, and 6 MICH. LAW REV., 169.

CORPORATIONS—LIABILITY OF BONDHOLDERS ON "BONUS STOCK."—The promoter and organizer of a corporation transferred his rights in certain unpatented devices and in an unwritten play to the corporation for nearly all of $2,000,000.00 capital stock, part of which he turned back to the company for "promotion" purposes. The company later issued this stock as a bonus to subscribers for bonds, receiving for both the bonds and stock the face value of the bonds. The creditors seek to hold the bondholders for the amount of stock held by them, claiming it is unpaid. *Held,* that the stock is not full paid and bondholders are liable on the stock for its face value. *Gillett* v. *Chicago Title & Trust Co.* (1907), — Ill. —, 82 N. E. Rep. 891.

The opinion is based largely on the ground that the property for which the stock was issued was practically worthless, and that the overvaluation was so apparent as to make the transfer clearly fraudulent. See *Hastings Malting Co.* v. *Iron Range Brwg. Co.,* 65 Minn, 28, 67 N. W. 652. Where stock has been issued in exchange for property the tests used to determine whether the valuation has been a fair one have varied greatly. *State Trust Co.* v. *Turner,* 111 Iowa 664, 82 N. W. 1029. The tendency seems to be to look for fraud in the valuation rather than to rely solely on the actual value of the property. *Hospes* v. *Company,* 48 Minn. 174, 50 N. W. 1117; *Coleman* v. *Howe,* 154 Ill. 458, 39 N. E. 725. A tendency also prevails of recognizing a speculative value in property, dependent on the future success of the company. *Iron Co.* v. *Hays,* 165 Pa. St. 489, 30 Atl. 936; *N. H. H. N. Co.* v. *Company,* 142 Mass. 349, 7 N. E. 773; *Manhattan Trust Co.* v. *Seattle Coal, etc., Co.,* 19 Wash. 493; *Lake Superior Iron Co.* v. *Drexel,* 90 N. Y. 87. Where the valuation is not shown fraudulent the holder of the stock may transfer it to the corporation, which can then sell it at any price or give it away as bonus. *Davis Bros.* v. *Montgomery Furnace Co.,* 101 Ala. 127, 8 So. 496; *Pullman* v. *Railway Equipment Co.,* 73 Ill. App. 313; *Iron Co.* v. *Hays,* supra; *Otter* v. *Brevoort Petrol. Co.,* 50 Barb. 247; *John, etc., Land Co.* v. *Cooke,* 44 S. W. 391 (Ky.). But see *Kimball* v. *N. Eng., etc., Co.,* 69 N. H. 485; *Belknap* v. *Adams,* 49 La. Ann. 1350. The Supreme Court of the United

States has held that when a corporation, in operation, finds it necessary to recuperate its business and can only sell bonds by giving stock as a bonus, the price given for the bonds is taken as a fair value for both the bonds and stock, and such bondholders are not liable further on the stock. *Handley* v. *Stutz,* 139 U. S. 417, 11 Sup. Ct. Rep. 530. But see *Morrow* v. *Steel Co.,* 87 Tenn. 262, 10 S. W. 495. Whether notice to the creditor of the "bonus stock" is material, see *Hospes* v. *N. W. Mfg. Co.,* supra; 26 AMER. & ENG. ENCY., § 1012. In general on stockholders' liability to creditors, see FROST, INCORPORATION AND ORGANIZATION OF CORPORATIONS; COOK, CORPORATIONS, Vol. 1, § 46; note to *Rickerson Roller Mill Co.* v. *Farrell F. & M. Co.,* 23 C. C. A. 315; note 33 C. C. A. 23.

COVENANTS—CREATION BY ACCEPTANCE OF DEED POLL.—Land was conveyed to a canal company in consideration and on condition that it construct and maintain a basin thereon. Complainants, the grantors' successors, seek to compel the defendant, the grantee of the canal company, to maintain this basin. *Held,* the acceptance of the deed-poll did not bind the canal company as a covenantor, nor create any covenant that will run with the land. *Dawson et al.* v. *Western Maryland R. Co.* (1907), — Ct. App. Md. —, 68 Atl. Rep. 301.

The rule announced in the principal case is supported by the decisions in *Maule* v. *Weaver,* 7 Pa. St. 329; *Maine* v. *Cumston,* 98 Mass. 317; *Martin* v. *Drinan,* 128 Mass. 515; *Hinsdale* v. *Humphrey,* 15 Conn. 431; *Johnson* v. *Muzzy,* 45 Vt. 419. However, although the existence of a covenant by the grantee is denied, a recovery is allowed against him in assumpsit on the personal contract. *Parish* v. *Whitney,* 3 Gray 516; *Kennedy* v. *Owen,* 136 Mass. 199; *Hinsdale* v. *Humphrey,* supra. The modern weight of authority seems to be that the acceptance of a deed-poll containing such conditions will create a covenant by the grantee, and if the condition affects the estate the covenant will be binding upon the grantee's successors in title. *Sparkman* v. *Gove,* 44 N. J. L. 252; *Hagerty* v. *Lee,* 54 N. J. L. 580; *Atlantic Dock Co.* v. *Leavitt,* 54 N. Y. 35; *Bowen* v. *Beck,* 94 N. Y. 86; *Maynard* v. *Moore,* 76 N. C. 158; *Railroad Co.* v. *Priest,* 131 Ind. 413; *Hickey* v. *Railway Co.,* 51 Oh. St. 40; *Railroad* v. *Reeves,* 64 Ga. 492; *Poage* v. *Railway Co.,* 24 Mo. App. 199.

CRIMINAL LAW—HABEAS CORPUS—WANT OF JURISDICTION.—Petitioner was indicted for "assault with intent, and in the attempt to kill and murder," under a statute making it equally a state's prison offense to assault with intent to kill or commit manslaughter. (Miss. Code, 1906, § 1013.) The jury returning a verdict of "assault with intent to commit manslaughter," it was *held* (MAYES, J., dissenting), that the verdict was responsive to the indictment only in finding an assault, a misdemeanor, and that the sentence of the court as to imprisonment was absolutely void, entitling the petitioner to relief by habeas corpus. *Ex parte Burden* (1907), — Miss. —, 45 So. Rep. 1.

A previous decision of the Mississippi court involving the same statute had held that a variance between the specific intent alleged and proved was